

*phd*

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.  
WAYNE STENEHJEM,  
ATTORNEY GENERAL,

Petitioner,

-vs-

PLAZA RESORTS, INC.  
dba RAMADA PLAZA RESORTS  
dba IMPERIAL MAJESTY CRUISE VACATIONS  
dba IMPERIAL MAJESTY CRUISE LINE  
dba REGAL EMPRESS CRUISE VACATIONS;  
and VL ORLANDO BUILDING CORP.

Respondents.

Civil No. 08C0306

**ORDER OF APPROVAL**

CPAT 070170.001

Pursuant to the authority of this Court provided in N.D.C.C. § 51-15-06.1,

IT IS HEREBY ORDERED that the attached Assurance of Voluntary Compliance  
is approved as an assurance of discontinuance as specified in N.D.C.C. § 51-15-06.1.

The Clerk of Court shall receive and file this Assurance of Voluntary Compliance.

Dated this 1st day of February, 2008.

BY THE COURT:

*Thomas J. Schneider*  
Judge of the District Court

G:\CPAT\NoDak\PlazaResorts\OoA.doc

RECEIVED & FILED

FEB 01 2008

Cik. of Crt. Burleigh Co.

080590

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.  
WAYNE STENEHJEM,  
ATTORNEY GENERAL,

Petitioner,

-vs-

PLAZA RESORTS, INC.  
dba RAMADA PLAZA RESORTS  
dba IMPERIAL MAJESTY CRUISE VACATIONS  
dba IMPERIAL MAJESTY CRUISE LINE  
dba REGAL EMPRESS CRUISE VACATIONS;  
and VL ORLANDO BUILDING CORP.

Respondents.

Civil No. 08C0306

**ASSURANCE OF  
VOLUNTARY COMPLIANCE**

CPAT 070170.001 v2

To the entities identified below, hereinafter "Respondents":

Plaza Resorts, Inc.  
dba Ramada Plaza Resorts  
dba Imperial Majesty Cruise Vacations  
dba Imperial Majesty Cruise Line  
dba Regal Empress Cruise Vacations  
VL Orlando Building Corp.  
2419 E. Commercial Blvd., Ste. 100  
Ft. Lauderdale, FL 33308  
954-630-9449  
954-453-4625  
800-618-3003  
800-203-9783  
800-513-0943  
800-441-6858  
800-869-2387  
800-394-3865  
800-551-0234  
954-568-3847  
954-453-4627  
954-957-7179 (fax)

RECEIVED & FILED  
JAN 31 2008  
Clk. of Crt. Burleigh Co.

WHEREAS Wayne Stenehjem, Attorney General of the State of North Dakota ("Attorney General"), acts in the public interest pursuant to North Dakota Century Code ("N.D.C.C.") chs. 51-15 (commonly referred to as the Consumer Fraud Statute), 51-18 (commonly referred to as the Home Solicitation Statute), 53-11 (commonly referred to as the Contest Prize Notice Statute), 51-28 (commonly referred to as the Do Not Call Law Statute);

WHEREAS Respondents have engaged in the business of selling merchandise, as defined in N.D.C.C. § 51-15-01, and consumer goods or services as defined in § 51-18-01, in the State of North Dakota, namely soliciting and selling travel packages in conjunction with time-share property sales; and

WHEREAS N.D.C.C. ch. 51-15 prohibits the act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby and further it is a deceptive act or practice in violation of that chapter for any person to provide assistance or support to any person engaged in any act or practice in violation of that chapter when the person providing assistance or support knows or consciously avoids knowing that the other person is engaged in an act or practice in violation of that chapter; and

WHEREAS N.D.C.C. ch. 51-18 regulates home solicitation sales and requires, among other things, that sellers provide North Dakota consumers with both oral and written cancellation rights; and

WHEREAS N.D.C.C. ch. 53-11 regulates, among other things, certain required disclosures with respect to the awarding of prizes under North Dakota law; and

WHEREAS, N.D.C.C. ch. 51-28 prohibits telephone solicitations to the telephone line of any subscriber in North Dakota who, for at least 31 days before the date the call is made, has been on the North Dakota or Federal Trade Commission do-not-call list; and

WHEREAS N.D.C.C. ch. 51-28 prohibits certain calls using automatic dialing-announcing devices to telephone subscribers in North Dakota; and

WHEREAS, the Attorney General has received consumer complaints and/or other information indicating Respondents, and various of their third-party telemarketers and other agents, have engaged in conduct not in compliance with North Dakota law; and

WHEREAS the Attorney General has determined that in the public interest an investigation should be conducted into the activity of Respondents to ascertain whether violations of chs. 51-15, 51-18, 53-11 and/or 51-28 have occurred; and

WHEREAS the parties desire to settle the alleged violations, without an admission or finding of liability on the part of Respondents;

NOW THEREFORE it is hereby agreed:

1. This Assurance of Voluntary Compliance shall constitute the statutory assurance of discontinuance as provided in N.D.C.C. § 51-15-06.1. Respondents acknowledge *in personam* jurisdiction in North Dakota. Nothing in this Assurance of Voluntary Compliance is intended to waive any rights or private remedies available to consumers. *See also* N.D.C.C. § 51-15-09. Respondents are jointly and severally

liable for all amounts due, or which may become due, pursuant to this Assurance of Voluntary Compliance.

2. Respondents, all directors, officers, principals, employees, agents, contractors, servants and all other persons in active concert or participation with them, whether directly or indirectly, voluntarily agree to be and are permanently enjoined from engaging in violations of North Dakota law.

3. Respondents agree to issue full refunds to all North Dakota consumers to whom Respondents have made sales and who request refunds, provided such consumers have not already completed the contemplated travel.

4. Respondents agree they will comply with this Assurance of Voluntary Compliance and further acknowledge and agree any violations of this Assurance of Voluntary Compliance may be punishable as contempt of court pursuant to N.D.C.C. ch. 27-10. Further, Respondents may be subject to all other civil penalties and sanctions provided by law, including attorney fees and costs with respect to past violations of North Dakota law in addition to with respect to any new violations. Respondents agree to pay a civil penalty of at least \$1,000 per violation for any violations of this Assurance of Voluntary Compliance, or any future violations of N.D.C.C. chs. 51-15, 51-18, 52-11 or 51-28; provided, however, the Attorney General shall not be precluded from seeking more than \$1,000 per violation, or any other remedies provided in N.D.C.C. ch. 51-15 or other North Dakota law. Respondents agree that in the event of violation of this Assurance of Voluntary Compliance, the Attorney General may pursue all claims and complaints – past, present and future – against Respondents, as well as retain any payments already made.

If any Respondent is adjudged in contempt of court for violations of this Assurance of Voluntary Compliance, adjudged in violation of this Assurance of Voluntary Compliance or adjudged in violation of N.D.C.C. chs. 51-15, 51-18, 53-11 and/or 51-28, said Respondent shall also be responsible for payment to the Attorney General for reasonable investigation costs, expenses and attorney fees.

5. Upon execution of this agreement, Respondents shall make a payment to the Attorney General in the sum of \$5,000 dollars in lieu of civil penalties, investigation costs and attorney fees. Payment shall be the form of a check or money order payable to **Office of Attorney General – North Dakota**, and delivered to:

Consumer Protection  
& Antitrust Division  
Office of Attorney General  
4205 State Street  
Bismarck, ND 58503-0623  
Attn: JPThomas

6. In the event of a breach of this Assurance of Voluntary Compliance, the Attorney General may make application to a State of North Dakota District Court, with notice to Respondents, to have all amounts still owing under the Assurance of Voluntary Compliance entered as a formal judgment so it may be filed on the judgment roll and docketed pursuant to North Dakota law. See N.D.C.C. §§ 28-20-11, -12 and -13. Respondents agree that an Affidavit of Non-Compliance of the Office of Attorney General shall be *prima facie* evidence of each violation of this Assurance of Voluntary Compliance.

7. Each signer below represents it is competent and fully authorized to act on behalf of its respective Respondent. Respondents acknowledge they have been provided the opportunity to review this Assurance of Voluntary Compliance with an

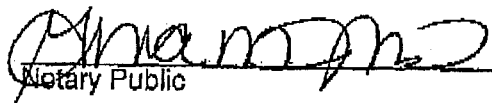
attorney, understand the implications and obligations imposed by it and have freely and knowingly entered into this Assurance of Voluntary Compliance rather than contest the allegations on the merits. Respondents further acknowledge and agree this Assurance of Voluntary Compliance may be approved by and filed with the State of North Dakota District Court without any further notice or hearing. Signatures transmitted electronically or via facsimile by Respondents shall be deemed the equivalent of original signatures; this document may be executed in counterparts, with each counterpart deemed an original.

PLAZA RESORTS, INC.  
dba RAMADA PLAZA RESORTS  
dba IMPERIAL MAJESTY CRUISE VACATIONS  
dba IMPERIAL MAJESTY CRUISE LINE  
dba REGAL EMPRESS CRUISE VACATIONS  
(including all "doing business as" names, formal  
corporate names, fictitious names of any kind or  
any variations of the same)

By: Daniel Lambert  
(print name)VIC President  
(Title)

STATE OF Florida }  
COUNTY OF Broward } ss

Subscribed and sworn to before me this

17 day of Jan, 2008.  
Notary Public



**VL ORLANDO BUILDING CORP.**

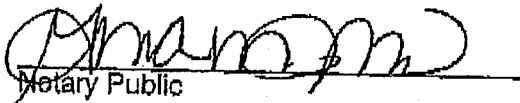
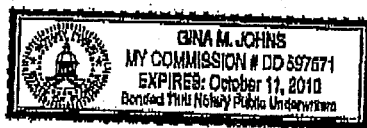
(Including all "doing business as" names, formal corporate names, fictitious names of any kind or any variations of the same)

By: \_\_\_\_\_

Daniel Lambert  
(print name)Vice President  
(Title)

STATE OF Florida }  
COUNTY OF Broward } ss

Subscribed and sworn to before me this

17 day of Jan, 2008.  
Notary Public

This Assurance of Voluntary Compliance is hereby received and accepted.

Dated this 30<sup>th</sup> day of January, 2008.

**STATE OF NORTH DAKOTA**

Wayne Stenehjem  
Attorney General

By: \_\_\_\_\_

James Patrick Thomas  
ID No. 06014  
Assistant Attorney General  
Consumer Protection and  
Antitrust Division  
Office of Attorney General  
4205 State Street  
PO Box 1054  
Bismarck, ND 58502-1054  
(701) 328-5570

Attorneys for Petitioner